



सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की

खण्ड-15] रुड़की, शनिवार, दिनांक 28 जून, 2014 ई0 (आषाढ़ 07, 1936 शक सम्वत्) [संख्या-26

विषय-सूची

प्रत्येक भाग के पृष्ठ अलग-अलग दिये गए हैं, जिससे उनके अलग-अलग खण्ड बन सकें

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भाग 1

विज्ञप्ति—अवकाश, नियुक्ति, स्थान—नियुक्ति, स्थानान्तरण, अधिकार और दूसरे वैयक्तिक नोटिस

गृह अनुभाग—3

अधिसूचना

05 जून, 2014 ई०

संख्या 6253/XX-3-2014-05(17)2013—श्री राज्यपाल महोदय, साधारण खण्ड अधिनियम, 1897 की धारा 21 द्वारा प्रदत्त शक्तियों का प्रयोग करके इस सम्बन्ध में श्री सहदेव सिंह से सम्बन्धित अधिसूचना को विखण्डित करते हुये भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 3 के अधीन मा० उच्च न्यायालय, उत्तराखण्ड, नैनीताल की संस्तुति पर उक्त अधिनियम से सम्बन्धित प्रकरणों में सतर्कता अवस्थापना द्वारा पंजीकृत चालानों के विचारण हेतु श्रीमती प्रीतू शर्मा, सप्तम् अतिरिक्त जिला एवं सत्र न्यायाधीश, देहरादून को उनके पद के अतिरिक्त विशेष न्यायाधीश के रूप में नियुक्त किये जाने की सहर्ष स्वीकृति प्रदान करते हैं।

अधिसूचना

06 जून, 2014 ई०

संख्या 1262/XX-3-2014-04(55)2003—श्री राज्यपाल महोदय, दण्ड प्रक्रिया संहिता 1973 (अधिनियम संख्या 02, वर्ष 1974) की धारा 11 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, मा० उच्च न्यायालय उत्तराखण्ड, नैनीताल के परामर्श से श्री मनीन्द्र मोहन पाण्डे, प्रथम अतिरिक्त मुख्य न्यायिक मजिस्ट्रेट, देहरादून को उत्तराखण्ड राज्य के समस्त जनपदों क्रमशः अल्मोड़ा, बागेश्वर, चमोली, चम्पावत, देहरादून, हरिद्वार, नैनीताल, पौड़ी गढ़वाल, पिथौरागढ़, रुद्रप्रयाग, टिहरी गढ़वाल, ऊधमसिंह नगर एवं उत्तरकाशी के स्थानीय क्षेत्रों के अन्तर्गत ऐसे अपराधों की, जिनमें दिल्ली विशेष पुलिस अधिष्ठान, अधिनियम, 1946 (अधिनियम संख्या 25, वर्ष 1946) के तहत केन्द्रीय जांच ब्यूरो द्वारा अन्वेषण किया गया हो अथवा आरोप—पत्र प्रस्तुत किया गया हो, देहरादून स्थित न्यायालय में जांच, विचारण अथवा सत्र न्यायालय को सुपुर्द करने के लिये अधिकृत करने की सहर्ष स्वीकृति प्रदान करते हैं।

आज्ञा से,

एम० एच० खान,
प्रमुख सचिव।

सिंचाई अनुभाग—1

विज्ञप्ति/पदोन्नति

31 मई, 2014 ई०

संख्या 1716/II-2014-01(440)/2012—सिंचाई विभाग, उत्तराखण्ड के अन्तर्गत निम्नलिखित सहायक अभियन्ता (सिविल) को कार्यभार ग्रहण करने की तिथि से वेतनमान ₹ 15600-39100 सदृश्य ग्रेड वेतन ₹ 6600 में अधिशासी अभियन्ता (सिविल) के पद पर पदोन्नत करने की श्री राज्यपाल महोदय सहर्ष स्वीकृति प्रदान करते हैं:—

श्री अरुण कुमार नेगी

(श्री प्रदीप कुमार शर्मा, अधिशासी अभियन्ता के दिनांक 31-05-2014 को होने वाली सेवानिवृत्ति के उपरान्त प्राप्त होने वाली रिक्ति के विरुद्ध)

2. उक्त पदोन्नति आदेश मा० उच्चतम न्यायालय में दायर विशेष अनुज्ञा याचिका संख्या 385/2011 श्री गोपाल सिंह मेहरा एवं अन्य बनाम राज्य में होने वाले निर्णय के अधीन रहेंगे।
3. पदोन्नत अधिकारी को वर्तमान कार्यस्थल पर ही कार्यभार ग्रहण कराया जायेगा तथा इनकी पदस्थापना के आदेश पृथक से जारी किये जायेंगे।

आज्ञा से,

डा० अजय कुमार प्रद्योत,
सचिव।

गृह अनुभाग-4

अधिसूचना

26 मई, 2014 ई०

संख्या 782/बीस-4/2014-1(73)/2008 टी०सी० - श्री राज्यपाल महोदय, उ०प्र० जेल मैनुअल के अध्याय 25 के प्रस्तर-669 एवं प्रस्तर-671 में दी गयी व्यवस्था के अधीन निम्नलिखित व्यक्तियों को सम्बन्धित जिले की कारागारों में अशासकीय पर्यवेक्षक (जेल विजिटर) के रूप में नियुक्त किये जाने की सहर्ष स्वीकृति प्रदान करते हैं:-

जिला कारागार, देहरादून

1. श्री अनिल मल्ल पुत्र स्व० श्री बलदेव सिंह मल्ल, नि०-गणेश हाउसिंग सोसाइटी, लढौर, मसूरी, देहरादून।

जिला कारागार, हरिद्वार

1. श्री हरिमजन सिंह पंवार पुत्र श्री मोर सिंह पंवार, नि० ग्राम-मुंदणी पट्टी-पालीगाड, टिहरी गढ़वाल।

जिला कारागार, नैनीताल

1. श्री ललित कुमार आर्या पुत्र स्व० मोहन लाल आर्या, ग्राम-तल्ला पचौनियां, पोस्ट-चोरगलियां, तहसील/वि०खण्ड-हल्द्वानी, नैनीताल, उत्तराखण्ड।
2. उपरोक्त नामांकन तात्कालिक प्रभाव से लागू होंगे तथा इनकी नियुक्ति इस अधिसूचना की दिनांक से दो वर्ष तक अथवा शासन के अग्रिम आदेशों तक, जो भी पहले घटित हों, तक की अवधि के लिये होगी।
3. उक्त अशासकीय पर्यवेक्षकों को कोई पारिश्रमिक/मानदेय देय नहीं होगा।

आज्ञा से,

विनोद शर्मा,
अपर सचिव।



सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की, शनिवार, दिनांक 28 जून, 2014 ई0 (आषाढ़ 07, 1936 शक सम्वत्)

भाग 1-क

नियम, कार्य-विधियां, आज्ञाएं, विज्ञप्तियां इत्यादि जिनको उत्तराखण्ड के राज्यपाल महोदय, विभिन्न विभागों के अध्यक्ष तथा राजस्व परिषद् ने जारी किया

OFFICE OF THE DIRECTOR GENERAL MEDICAL HEALTH & F.W.

(C.M.S.D. SECTION) DANDA LAKHOND, P.O. GUJRADA,
SHASHTRADHARA ROAD, DEHRADUN, UTTARAKHAND,

NOTIFICATION

Equipment - 2/2014 Rate Contract of Equipments

May 08, 2014

No. 15P/Store/5/2013/15984--In exercise of the power delegated in G.O. No. 1271/XXVIII-5-2008-122/2002 dated 22-10-2009 & Uttarakhand Procurement Policy 2008 No. 177/XXVII(7)/2008 dated 01-05-2008, the rate contract under G.O. approval No. 498/XXVIII-4-2014-84/2013 T.C. Medical Section-4, dated 27th March, 2014 & 499/XXVIII-4-2014-84/2013 TC-2 Medical Section-4, dated 27th March, 2014 of equipments mentioned in Annexure 'B' is made with the firms mentioned in Annexure 'A' for supply in the state Government in Medical & Health Services Department for the period until the supply is satisfactorily completed in accordance with the aforesaid (only) for RC and **valid upto 7th May, 2015 of notification for the rate contract** until extended by a special order, on the following terms & conditions:--

1. The firms shall made supplies in manufacturers original packing as indicated in column-5 for name of make unless otherwise stated. The supplying firms will be required to clearly mention on the label the name of the manufacturer.
2. The firms will have to give a written warranty to the effect that supplies confirm to the approved standard specification for the equipment as given in approved schedules and the goods/equip. are new and unused of the most recent or current models as per specifications having no defect arising from design materials or workmanship having no defect arising from design materials or workmanship or from any fact or emission of the supplier.
3. Indenting officers are requested to make the 90% payment within 60 days after receipt of goods verifying the conditions of equipment unless they have valid reasons for with holding the same, in which case the circumstances under which the payment is with held should be communicated to the Director General of Medical Health & F.W. Uttarakhand, Dehradun.

4. Indenting Officers may place order direct on the firms and copy to the manufacturing firms in case supplies are to be made through distributor along with a copy thereof of the this office.
5. Deductions from the bills if any should be made only after getting an explanation from the supplying firms about shortage or breakage within a month of receipt of goods from the supplying firms obtained. In no case goods should be accepted without verification where there any doubt has arisen or the packing is broken in case the consignment is insured authorities would be intimated immediately preferably through telegram followed by the supplier.
6. Indenting officers are advised to return the duty free excise passes to the supplying firms duly received and signed at the earliest after receipt of goods.
7. Where excise duty has been mentioned inclusively the firm will certify that excise duty claimed by them has actually been paid by them to Govt. Supplying firms will have to furnish a certificate along with the bill to the effect that excise duty claimed in the actual amount assessed by the Govt. of India and is levy able during the period it has been claimed, the supplier will also have to certify that the items on which the excise duty is being claimed by them are actually covered by the excise duty assessment.
8. Every care has been taken to see that rates quoted and approved have been correctly notified in the notification but in case any discrepancy either in rates or in specification or any nature in other details, it will be the duty of the firm that they should intimate to the C.M.S.D. under registered cover latest within a month so that necessary action may be taken.
9. The firms while sending the bills will certify that the rates charged are applicable and have also been approved by the CMSD and in case of any default they are prepared to make adjustments.
10. The firms should also certify on the bills that the supplies are according to specifications AND THE MAKE APPROVED BY THE Director General Medical Health & F.W. Uttarakhand and are in accordance with the latest Rules & Regulations pertaining to that equipment to be use in the country.
11. The attention of the Indenting officers is drawn to the various lists of items published by the firms. It has been found that in some cases the firms include unapproved items in their lists of approved items. It's responsibility of the Indenting offices to consult the Gazette Notification before placing the actual order and see that the order for only approved items are placed. Such cases of Misrepresentation should immediately be brought to the notice of Director General Medical Health & F.W. Uttarakhand (CMSD) Dehradun sending copy of the list printed, by the particular firms in case any firm is found of doing so, strict action will be taken against them and their names will be deleted from rate contract without any notice to them and in addition they may be debarred.
12. No Assistance will be provided for release of the raw material or procurement of Import License.
13. The Director General Medical Health & F.W. Uttarakhand C.M.S.D. Dehradun reserves the right to call Tender for Quantity contract.
14. It will be condition of the contract that although during the currency of the contract the price approved in this rate contract arrangement will remain firm but however in the event of price going down the contractor shall promptly furnish such information to enable this office to amend the contracted rates for supply at rate lower than the rate contract the attention of the firm is drawn to it.
15. Any sum of money payable to the contractor including the security deposit returnable to them under this contract may be forfeited by Director General Medical Health & F.W. Uttarakhand Dehradun and set off against any claim of the Governor and payment of a sum of money arising out of or under any other contract made by contractor with the Governor.
16. Director General Medical Health & F.W. Uttarakhand Dehradun or his authorized representative may inspect the premises of the manufacturing units to assess and verify that the items quoted as own made are actually manufactured by them.
17. All supplies shall have to be made strictly conforming to approved specification in accordance with the latest approval.
18. If at any time during the said period of contract contractor reduces sale price of such stores or sells such stores to any other person at price lower than the price chargeable under the contract he shall forth with notify such reduction of sale to the Director General Medical

Health & F.W. Uttarakhand Dehradun and the price payable under contract for the stores supplied at the price payable under contract for the stores supplied at the date of coming into force of such reduction of sale shall stand correspondingly reduced. The above stipulation will not however apply to

- a. Exports by the contractor.
- b. Sale of goods as original goods at a price lower than the price charged for normal replacement.

19. The contractor shall furnish to the Director General Medical Health & F.W. Uttarakhand Dehradun at intervals mentioned below.

- a. Within a month of commencement of the contract a certificate as to the rates prevailing of the commencement of the rates contract.
- b. Within a month of expiry of every six month a certificate as to the rates revalling during proceeding six months.
- c. And at the end of the rate contract within a month of expiry of the contract a certificate on the following form.

I/We certify that the stores description identical to the are supplied to Government under the contract here in have not been sold by us to any other person after the commencement of the rate contract during the period of the **rate contract from 8th May, 2014 to 7th May, 2015**. At a price lower then the price charged to the Government under the contract for the quantity except of under. Sub clause (A) & (B) of Para 10 above

20. Supplies must be completed within time limit and started in order/issue of order (which ever is earlier) from the indenting officer. Under unavoidable circumstances in continuation of supply order, a further period of one month can be granted for execution of supply order an sale description of indenting officer failing which full information should be sent to this Directorate (CMSD) section to take necessary action against the firm.

21. The Indenting as should give the supply order to the firm whose rates are lowest as mentioned in the enclosed Annexure 'A' if lowest quoting firm does not supply within state time from the date of issue of the order from indenting officer a further period can be extended us to four weeks if the firm apply for such extension before the expiry of stated time giving valid satisfactory reasons. In case of non supply the names of such defaulting firm should be intimated to Government CMSD Section of the Directorate by registered post so that the necessary action against the firm will be taken.

22. Full payment shall be made on complete installation checking & on satisfactory performance receipt of goods its checking etc. after 90 days from the date of installation & checking performance of goods by the indenting officers.

23. In the event of the prices being gone down the contracting firm may please intimate the same to the Director General of Medical Health & Family Welfare Uttarakhand, Dehradun immediately for issuing necessary corrigendum in this regards and they will also charge the reduced rates from the Indenting officers of the state. In case such information is received from the contracting firm that they are selling items approved in their favour at the reduce rates either in open market or any where also. The Director General Health & F.W. Uttarakhand, Dehradun reserves the right to cancel the items of entire contract finalized with them and to debar the firm from further tendering.

24. In case supplies are found substandard for which part payment/full payment has been made the firm may be asked to replace them within the specified period this however shall not debar Indenting Officer of Director General Medical Health & F.W. Uttarakhand for action against the firm.

In case firm fails to replace the material/equipment within the period specified by the Indenting Officer the firm shall refund the full payment received by them forth with irrespective of the fact that the supplied item may have been used for some time, they may in addition liable for action as per clause of the agreement.

25. This contract shall exclusively be governed by the terms and conditions mentioned in this notification the relevant conditions mentioned in the tender notice CMSD tender form and relevant conditions mentioned in the agreement form (sent to the firm along with acceptance letter separately) and agreements agreed by the firm.

26. The Indenting Officers are advised to report the damages/defects noticed in supplies to suppliers for notification repair replacement as the case may be within sixty day of the receipt installation/performance on the material failing which it will be their own responsibility.

27. In case of any complaint against the supplier for delay in supplies or defective supplies etc, the Indenting Officers are advised to report the matter to the Director General Medical Health & F.W. Uttarakhand, Dehradun (CMSD Section) promptly for necessary action by registered post.
28. Supplies will have to be made F.O.R. destination by road/ Railway station in Uttarakhand by goods train as shown in annexure 'A' for order of ₹ 1000/- and above.
29. The Indenting Officers are requested to send the copy of the supply order to sales Tax and Income Tax authorities to enable them to keep watch on the payment of Taxes.
30. A separate agreement regarding warranty/post warranty/CMC services will have to be signed by the supplier.
31. In case of any legal Dispute the area of Jurisdiction will be Uttarakhand only.
32. The Firm should deposit 10% of total cost of equipment/item as Performance Guarantee in the form of Bank Guarantee in favour of Indenting Officer valid upto 60 days after date of completion of performance obligation including warranty obligation.
33. Paid Comprehensive Maintenance Contract (CMC) wherever applicable will have be paid yearly after the given period on the basis of previous performance of the firm in which minimum 3 mandatory visit is compulsory to produced at the time of claim along with the 2.5% of Performance Guarantee of total contract value.

ANNEXURE 'A'**Equipment - 2/2014**

Enclosure of Notification No. 15P/Store/5/2013/15984

Dated 8th May, 2014**Subject : Rate contract arrangement of equipment for the period from 01.05.2014 to 31.05.2015**

S.N	Description of Goods	Name of Supplying firm	Model/ make	Telephone/fax no. & E-mail address	Unit price (in ₹) Inc. of all taxes & duties	4 year CMC after 3 year warranty	Total Amount (in ₹) Inc. of all taxes & duties With 4 year CMC after 3 year warranty	Remarks
1	System for delivering superheated saturated atomized steam for decontamination of surfaces	M/s Faith Biotech Pvt. Ltd E-107, Lajpat nagar-1 New Delhi 110024.	Model : Lecoaspira Turbo & Allergy, Polti	Tel no. 011-41727403 Fax no. 011- 29811912 Email : info@faithbiotech.com	2,36,250-00	1st yr. 15750-00 IInd yr 15750-00 IIIrd yr 15750-00 IVth yr 15750-00 Total 63000-00	2,36,250-00 + 63,000-00 CMC = 2,99,250-00	L1
2	X-ray machine 100 mA	M/s Samiksha Industries E-11, Nehru Colony Dehradun Uttarakhand	RMS	Tel no. 0135-2668018 (M) 9997999153, 9412052982 Fax no. 0135-2668018 Email : samikshaindustries@gmail.com samikshaindustries@yahoo.in	1,93,200-00	1st yr 1400-00 IInd yr 1400-00 IIIrd yr 1800-00 IVth yr 1800-00 Total 6400-00	1,93,200-00 + 6400-00 CMC = 1,99,600-00	L1
3	Boyle's Apparatus	M/s Medion Healthcare Pvt. Ltd 209 A, Triveni Plaza 17A/55, WEA, karol bagh New Delhi-5	Make/model Asteros Royale Vapourizer- Sigma Delta, Penlon	Tel no. 022-23771737 Fax no. 022-23771739 Email : sales@medion.co.in delhi@medion.co.in	3,25,500-00	1st yr 20000-00 IInd yr 20000-00 IIIrd yr 20000-00 IVth yr 20000-00 Total 80000-00	3,25,500-00 + 80,000-00 CMC = 4,05,500-00	L1
4	ICU multi para monitor	M/s Samiksha Industries E-11, Nehru Colony Dehradun Uttarakhand	Surelife	Tel no. 0135-2668018 (M) 9997999153, 9412052982 Fax no. 0135-2668018 Email : samikshaindustries@gmail.com samikshaindustries@yahoo.in	86,520-00	1st yr 1000-00 IInd yr 1000-00 IIIrd yr 1200-00 IVth yr 1200-00 Total 4400-00	86,520-00 + 4400 CMC = 90,920-00	L1
5	ECG machine	M/s SS Medical Systems (India) Pvt. Ltd F-2, Bhimtal Industrial Estate, Bhimtal Distt Nainital, Uttarakhand	SSMED.	Tel no. 05942-248138, (M) 08979164945, 9412990131 Email : factory_bhimalt@ssmedworld.com	33,368-00	1st yr 636-00 IInd yr 794-00 IIIrd yr 953-00 IVth yr 1112-00 Total 3495-00	33,368-00 + 3495-00 CMC = 36,863-00	L1
6	Foldable & Portable Bleeding Couches	M/s SS Medical Systems (India) Pvt. Ltd F-2, Bhimtal Industrial Estate, Bhimtal Distt Nainital, Uttarakhand	INSIGNIA	Tel no. 05942-248138, (M) 08979164945, 9412990131 Email : factory_bhimalt@ssmedworld.com	1,41,750-00	1st yr 2700-00 IInd yr 4050-00 IIIrd yr 6750-00 IVth yr 9450-00 Total 22950-00	1,41,750-00 + 22,950-00 CMC = 1,64,700-00	L1

7	Suction machine	M/s Uttaranchal Industries Viyas Nahri Khat Harpur Kalsi Distt. Dehradun	-	Tel no. (M) 9897686000 Fax no. Email :	10,325-00	1st yr 197-00 IInd yr 295-00 IInd yr 394-00 IVth yr 492-00 Total 1378-00	10,325-00 + 1378-00 CMC = 11,703-00	L1
8	Resuscitations kit	M/s Samiksha Industries E-11, Nehru Colony Dehradun Uttarakhand	Surelife	Tel no. 0135-2668018 (M) 9997999153, 9412052982 Fax no. 0135-2668018 Email : samikshaindustries@gmail.com samikshaindustries@yahoo.in	1,17,584-00	1st yr 1000-00 IInd yr 1000-00 IInd yr 1200-00 IVth yr 1200-00 Total 4400-00	1,17,584-00 + 4400-00 CMC = 1,21,984-00	L1
9	Autoclave Vertical	M/s Uttaranchal Industries Viyas Nahri Khat Harpur Kalsi Distt. Dehradun	-	Tel no. (M) 9897686000 Fax no. Email :	57,156-00	1st yr 1089-00 IInd yr 1633-00 IInd yr 2177-00 IVth yr 2722-00 Total 7621-00	57,156-00 + 7621-00 CMC = 64,777-00	L1
10	Defibrillator machine with ECG machine	M/s Schiller healthcare India (P) Ltd 202, R.R Apartment IInd floor, Plot no 324 New Mangla Puri, mandi Village road Mehrauli, New Delhi 110 030 M/s SS Medical Systems (India) Pvt. Ltd F-2, Bhimtal Industrial Estate, Bhimtal Distt Nainital, Uttarakhand	Model: Defgard 400	Tel no. 011- 32600582, 09312432205 Fax no. 011- 26806483 Email : mail@schillerindia.com	4,94,374-00	1st yr 4000-00 IInd yr 4000-00 IInd yr 4000-00 IVth yr 4000-00 Total 16000-00	4,94,374-00 + 16000-00 CMC = 5,10,374-00	L1
11	Pulse oxymeter	M/s SS Medical Systems (India) Pvt. Ltd F-2, Bhimtal Industrial Estate, Bhimtal Distt Nainital, Uttarakhand	SSMED	Tel no. 05942- 248138, (M) 08979164945, 9412990131 Email : factory_bhimtal@ssmedworld.com	28,182-00	1st yr 537-00 IInd yr 671-00 IInd yr 805-00 IVth yr 939-00 Total 2952-00	28,182-00 + 2952-00 CMC = 31,134-00	L1
12	Lead Apron & Goggles	M/s Medisure Wildlife Institute road Dwalikapuri Mohabewala Chandrabani, Dehradun	Mediwaves Lead Apron Goggles	Tel no. 09356208664, 9319322329 Fax no. 0135- 2131172 Email : vm@madangroup.com sales@madangroup.com	2625-00 + 261-50 = 2886-50	-	2,886-50	L1
13	Neonatal Ventilator	M/s Samiksha Industries E-11, Nehru Colony Dehradun Uttarakhand	Surelife	Tel no. 0135-2668018 (M) 9997999153, 9412052982 Fax no. 0135-2668018 Email : samikshaindustries@gmail.com samikshaindustries@yahoo.in	4,88,040-00	1st yr 1400-00 IInd yr 1400-00 IInd yr 1800-00 IVth yr 1800-00 Total 6400-00	4,88,040-00 + 6400-00 CMC = 4,94,440-00 With 4 year CMC after 3 year warranty	L1
14	Hospital Bed	M/s Samiksha Industries E-11, Nehru Colony Dehradun Uttarakhand	Surelife	Tel no. 0135-2668018 (M) 9997999153, 9412052982 Fax no. 0135-2668018 Email : samikshaindustries@gmail.com samikshaindustries@yahoo.in	6,004-00	-	6,004-00 With 3 year warranty	L1

OFFICE OF THE DIRECTOR GENERAL MEDICAL HEALTH & FAMILY WELFARE (C.M.S.D. SECTION) UTTARAKHAND, DEHRADUN.

NOTIFICATION No. 13 (M)

RATE CONTRACT OF ORDINARY MEDICINES/ITEMS

May 19, 2014

No. 15P/Store/6/2013/16678--In exercise of the power delegated in G.O. No. 1284/XXVIII-5-2008-24/2003, Medical Section-5, dated 28-10-2009 & Government approval No. 622/XXVIII-4-2014-28/2012 T.C.-1, Medical Section-4, dated 11th April, 2014 & 623/XXVIII-4-2014-28/2012 T.C.-1, Medical Section-4, dated 11th April, 2014 the rate contract of medicine mentioned in Annexure 'B' is made with the firms mentioned in Annexure 'A' for the supply in the state Government in Medical & Health services Department for the period ending on the following terms & conditions:--

- 1- The firms shall make supplies in manufactures original packing as indicated in column-5 for name of makes unless other wise stated. The supplying firms will be required to clearly mention on the label the name of the manufacturer.
- 2- The firms will have to give a written warranty in accordance with drugs Act 1940 Rule 19 Para-3(8) to the effect that supplies conform to the approved standard prescribed in the Drugs rule 1940 enforced and as given in this notifications.
- 3- Indenting Officers are requested to make the 90% payment positively within one month from the date of receipt of goods unless they have valid reasons for withholding the same in which case the circumstances under which the payment is withheld should be communicated to the Director General of Medical Health F.W. Uttarakhand Dehradun. Remaining 10% payment will be released after getting satisfactory report of the drug/Medicine from analytical Laboratory.
- 4- Indenting Officers may place order direct on these firms and copy to the manufacturing firms in case supplies are to be made through distributor along with a copy thereof to this office.
- 5- Deductions from the bills if any should be made only after getting an explanation from the supplying firms. Shortage and or breakage must be reported within fourteen days from the date of receipt of goods from the supplying firms, else firms may not be responsible where there is any doubt about the contents, of the packets are found broken, indenting officers must take open delivery and certificate from the Railway about this may be obtained. In no case goods should be accepted without open delivery where any doubt has arisen or the packing is broken in case the consignment is insured authorities would be intimated immediately preferably through telegram followed by regular letter.
- 6- The supplying firm will Emboss/Print U.K.G. on each tablet, capsules except sugar coated /film coated tablet as well as below 40 mg tablet /Capsules. UKG as the case may be /will be printed on each label of the Bottle/Vials/Strips/Boxes or Cartons etc. No supplies should be accepted if such embossing & Printing is not done on the supplies.
- 7- The Indenting Officers are advised to return the duty free excise passes to the supplying firms duly received and signed at the earliest after receipt of goods.
- 8- Excise duty has been mentioned inclusively. The firm will certify that excise duty claimed by them has actually been paid by them to Govt. Supplying firms will have to furnish a certificate along with the bill to the effect that excise duty claimed in the actual amount assessed by the Govt. of India and is levyable during the period it has been claimed. The supplier will also have to certify that the items on which the excise duty is being claimed by them are actually covered by the excise duty assessment.
- 9- Every care has been taken to see that rates quoted and approved have been correctly notified in the Notification but in case of any discrepancy either in rates or in specification or any nature in other details, it will be the duty of the firm that they should intimate to the C.M.S.D. under registered cover latest within a month so that necessary action may be taken.
- 10- The firms while sending the bills will certify that the rates charged are applicable and have also been approved by the CMSD and in case of any default they are prepared to make adjustments.
- 11- The firms should also certify on the bills that the supplies are according to specification and the makes approved by the Director General Medical Health & F.W. Uttarakhand and are in accordance with the latest DRUG ACT.
- 12- The attention of the Indenting Officers is drawn to the various lists of items published by the firms. It has been found that in some cases the firms includes unapproved items in their lists of approved items. It is responsibility of the Indenting Officers to consult the Gazette Notification before placing the actual order and see that the order for only approved items are placed. Such cases of misrepresentation should immediately be brought to the notice of Director general of Medical Health & F.W. Uttarakhand (CMSD) Dehradun sending copy of the list printed, by the particular

- firms. In case any firms is found doing so, Strict action will be taken against them and their names will be deleted from Rate Contract without any notice to them and in addition they may be debarred.
- 13- No Assistance will be provided for release of the raw material or procurement of import licence.
- 14- The Director General Medical Health & F.W. Uttarakhand CMSD Dehradun reserves the right to call Tender for Quantity Contract or parallel Rate contract and also to Finalise them at any time during the period of the rate contract.
- 15- It will be condition of the contract that although during the currency of the contract the price approved in this rate Contract arrangement will remain firm but however in the event of prices going down the contractor will promptly furnish such information to enable this office to emend the contracted rates for supplies at Rate lower then the rate contract, the attention of the firm is drawn to it.
- 16- Any sum of money payable to the contractor including the security deposits returnable to them under this contract may be forfeited by the director General Medical Health & F.W. Uttarakhand Dehradun and set off against any claim of the Governor and payment of a sum of money arising out of or under any other contract made by contractor with the Governor.
- 17- Director General Medical Health & F.W. Uttarakhand Dehradun or his authorized representative may inspect the premises of the manufacturing units to assess and verify that the item quoted as own made are actually manufactured by them.
- 18- All supplies shall have to be made strictly conforming to approved specification in accordance with the latest drug Act and Drug Act 1940.
- 19- If at any time during the said period of contract contractor reduces the sale price of such stores or sells such stores to any other person at price lower than the price chargeable under the contract he shall forthwith notify such reduction of sale to the Director General Medical Health & F.W. Uttarakhand Dehradun and the price payable under contract for the stores supplied at the date of coming into force of such reduction of sale shall stand correspondingly reduced. The above stipulation will not however apply
- Exports by the Contractor.
 - Sale of goods as original goods at a price lower than the price charged for normal replacement.
- 20- The contractor shall furnish to the Director General Medical Health & F.W. Uttarakhand Dehradun at intervals mentioned below :-
- Within a month of commencement of the contract a certificate as to the rates prevailing of the commencement of the rate contract.
 - Within a month of expiry every of six month a certificate as to the rates prevailing during preceding six Month.
 - And at the end of the rate contract within a month of expiry of the contract a certificate on the Following form :-
- I/We certify that the stores description identical to the stores supplied to Government under the contract herein have not been sold by us to any other person after the commencement of the Rate Contract during the period of the rate contract from to at a price lower than the price charged to the Government under the contract for the quantity of under sub clause (A) & (B) of para 19 above.
- 21- Supplies must be completed within six weeks from the date of issue of the order from the Indenting Officers. Under unavoidable circumstances in continuation of supply order, a further period of one month can be granted for execution of supply order. Failing which full information should be sent to this Directorate (CMSD) section to take necessary action against the firm.
- 22- The Indenting Officers should give the supply order to the firm whose rates are lowest as mentioned in the enclosed annexure:
- If lowest quoting firm does not supply within six weeks time from the date of issue of the order from indenting officer a further period can be extended up to four weeks if the firm apply for such extension before the expiry of six weeks time giving valid satisfactory reasons. In case of non supply the names of such defaulting firms should be intimated to Government (CMSD) section of the Directorate by registered post so that the necessary action against the firm will be taken.
- 23- All supplies shall be made as per IP/ BP or USP/ BPC whenever this has been Omitted due to printing error wise it shall be or other as per IP and in its absence BP taken for all purpose that supplies are to make as per IP.
- 24- Director General Medical Health & F.W. Uttarakhand Dehradun authorises the Drug controller of the state his successor to prosecute and take suitable action against firms defaulting as per drug act or per terms of contract.

- 25- 90% payment shall be made on receipt of goods its checking etc. But in no case later this thirty days from the date of receipt of goods by the Indenting Officers.
- 26- During the pendency of contract if the license is withdrawn or any other action is taken by Drug Controller or his agent etc. the contract shall automatically come to a close with the firm. Against whom the action is being taken, firms shall see that they have valid drug license for the products approved in their favour and which they may supply during its pendency else they themselves shall be responsible for the same.
- 27- Firms shall give manufacturing license number batch number, date of manufacturing formula and expiry date where applicable. In the case the date of expiry items supply shall be made from fresh batches and expiry must not be less than 18 months and drugs supplies shall be strictly according to the drug approved.
- 28- In the event of the prices being gone down the contracting firm may please intimate the same to the Director General Medical of Health services Uttarakhand Dehradun immediately for issuing necessary corrigendum in this regards and they will also charge the reduced rates from the Indenting Officers of the state. In case such information is received from the contracting firm that they are selling items approved in their favour at reduced rates either in open market or any where else. The Director General Medical Health & F.W. Uttarakhand Dehradun reserves the right to cancel the items of entire contract Finalised with them and to debar the firm from further tendering.
- 29- The drugs supplies by the firm are strictly under warranty / condition given below.
We name of the firm, being resident of the Indian republic carrying business at under the (Name of the firm) do hereby give the warranty that the goods here under specified and Contained in this bill of sale Invoice bill of lading or other document describing the goods referred to here in do not contravene any way the provisions of section 18 of the Drug Act 1940.
- 30- Sample drawn from the supplies made by the firm may be got tasted by the Director General Medical Health & F.W. Uttarakhand Dehradun or Drug Controller of Uttarakhand or his staff shall be tasted by the public analyst to the Govt. of U.P. or any other agency authorized to do so by Director General Medical Health & F.W. Uttarakhand Dehradun and its finding shall be final and binding of both the parties. In case the drug is found to be substandard the testing fee shall be borne by the firm concerned.
- 31- In case supplies are found substandard for which part payment /full payment has been made the firm may be asked to replace them within the specified period this however shall not debar Indenting Officers or Director General Medical Health & F.W. Uttarakhand Drug Controller of Uttarakhand for action against the firm. In case firm to replace the drug within the period specified by the Indenting Officers the firm shall refund the full payment received by them forth with irrespective of the fact that the part of the supplied item may have been consumed. They may in addition be liable for action as per clause of the agreement.
- 32- This contract shall exclusively be governed by the terms and conditions mentioned in this notification the relevant conditions mentioned in the tender notice CMSD tender form and relevant conditions mentioned in the agreement form (sent to the firm along with acceptance letter separately)
- 33- The Indenting Officers are advised to report the damages /defects notice in supplies to suppliers for notification repair replacement as the case may be within fifteen days of the receipt / of the material failing which it will be their own responsibility.
- 34- In case of any complaint against the supplier for delay in supplies or defective supplies etc. The Indenting Officers are advised to report the matter under registered post to the Director General Medical Health & F.W. Uttarakhand Dehradun (CMSD) Section promptly for necessary action by registered post.
- 35- Supplies will have to be made F.O.R. destination by road or railway station in Uttarakhand by goods train as shown in Annexure (A) for order of Rs.1000/- and above.
- 36- The Indenting Officers are requested to send the copy of the supply order to sales Tax and Income tax Authorities to enable them to keep watch on the payment of taxes.
- 37- In case of any legal dispute the area of Jurisdiction will be Uttarakhand only.
- 38- All the Drawing & disbursing Officers are instructed to send the indents directly to manufacturers and the payments by them shall be made through cheque or demand draft in the name of company only.
- 39- If the rate of any medicine present in ESIC rate contract no. 136, 138 is found lower in comparison with our rate contract than preference is given to the lowest one.

NOTIFICATION No. 13 (M)

ANNEXURE 'A'

Enclosure of Notification no. 15P/Store/6/2013/ 16678

Dated 19 May, 2014

Subject – Rate contract Arrangement of ordinary Medicine for the period from 19 -05-2014 to 18 -8-2014

S.No	Name of Firm	Phone No./Fax No. & E-mail	F.O.R. Destination
1	M/s Zaneka Healthcare Pvt. Ltd. BHEL Ancillary Estate, Ranipur, Haridwar, 249403 Uttarakhand	Ph No. 01334-265155, 325556, E-mail- info@zaneka.com	-do-
2	M/s Torrent Pharmaceuticals Ltd., Torrent House, Offic.. Ashram Road Ahamedabad 380009	Ph No.079-26585090,28583060, Fax no. 079- 26582100	-do-
3	M/s Zee Laboratories, 47 Industrial Area, Ponta Sahib, Himachal Pradesh, 173025	Ph No. 0184-2267310,2267312 Fax No. 0184-2267344 E-mail- info@zeelab.com	-do-
4	M/s Medicamen Biotech Ltd. 10 community Centre No. 2, Ashok Vihar, Phase II, Delhi 110052	Ph No. 011-27463506, 47589500, Fax No. 011-27138171 Website-www.medicamen.com	-do-
5	M/s Max Med Life Sciences Pvt Ltd. Plot No 5 Sector. Sector11DC, SIDCUL Rudrapur. U.S.Nagar Uttarakhand.	Ph No. 011-4560211 Fax No. 011-45515776 E-mail-maxmedlifesciences@yahoo.com	-do-
6	M/s Jackson Laboratories Pvt. Ltd. 22, 24, Majitha Road Bypass P.O. Khanna Nagar, Amritsar, 143004	Ph No. 0183-2422228, 2423310 Fax No. 0183-2423072 E-mail-info@jacksonlaboratories.com	-do-
7	M/s Creative Healthcare Pvt. Ltd. Plot No. 25, Kundeshware, Village-Kashipur, Distt. US Nagar, Uttarakhand	Ph No. 05947-224041, 224095 Fax No. 05947-224278 E-mail- creativehealth_care@yahoo.co.in	-do-
8	M/s Unicare (I) Ltd. C-22. Sector-3 Noida, Gautam Budh Nagar (U.P) Distt.	Ph No.0120-4786786,4786701-711, (M) 09412206937 Fax No.0120-4320184 E-mail-unicare@airtlwmain.in	-do-
9	M/s Poddar Pharmaceuticals Pvt. Ltd. E-35 Industrial Area, Distt. Haridwar, 249401, Uttarakhand	Ph No. 01334-227975, 9219448876 Fax No.01334-222026 E-mail-vkjainpoddar@gmail.com	-do-
10	M/s Biogenetic Drugs Pvt Ltd. Village- Jharmajri,Baddi. Distt- Solan. (H.P)	Ph No. 01795-271035-50-51-53-58 Fax No. 01795-271057 E-mail- biogenetic@smilaxgroup.net	-do-
11	M/s Maxchem Pharma Ltd, Sector-3 Plot No 22, Sidcul Rudrapur Uttarakhand.	Ph No. 05944-250005, Mo. No. 9917480303,9837014044 Fax No. 05944-228945 E-mail- max_chem@rediffmail.com , MAXCHEMPHARMA@GMAIL.COM	-do-
12	M/s Omega Biotech Ltd., 7 th Mile Stone Dehradun Road, Roorkee-247667 Distt. Haridwar, Uttarakhand	Ph No. 0120-2702142,2702029 Fax No. 0120-2702142 E-mail-omegabitech2004@yahoo.com	-do-
13	M/s Arion Healthcare SCO 907, IInd floor, NAC Manimajra, Chandigarh	Ph No. 0172- 5076001, 5076002, 5076003 Email : arionhealth@rediffmail.com Jainnabhay2012@gmail.com	-do-

ANNEXURE 'B'

Enclosure of Notification no. 15P/Store/6/2013/ 16678

Dated 19 May, 2014

List of Ordinary Medicine Drugs approved in Rate contract for the period: 19-05-2014 to 18-08-2014.

S. n.	Name of Medicine	Name of Firm	Packing unit offered	Total Cost Inclusive of all taxes & duties for the offered packing units (In ₹) F.O.R. destination	Remarks
1	Paracetamol Syrup 125 mg/5 ml	M/s Zaneka healthcare	80 ml	5.76	L1
		M/s Arion Healthcare	60 ml	5.76	L1
2	Tab Paracetamol 500 mg	M/s Creativa healthcare	10 Tabs	2.40	L1
3	Tab Dexamethasone phosphate 4 mg	M/s Unicura (I) Ltd	10 Tabs	1.40	L1
4	Tab. Levocetirizine 10 mg	M/s Zee lab.	10 Tabs	1.04	L1
5	Tab Phenytoin sodium 100 mg	M/s Unicura (I) Ltd	10 Tabs	2.07	L1
6	Tab Sodium Valproate 200 mg	M/s Unicura (I) Ltd	10 Tabs	6.56	L1
7	Cap Amoxicillin 250 mg & Cloxacillin 250 mg	M/s Omega biotech	10 Caps	15.10	L1
8	Inj. Ceftriaxone 500 mg	M/s Maxmed Life Sci.	1 vial	8.72	L1
9	Inj. Ceftriaxone 1 G	M/s Zee lab	1 vial	11.31	L1
10	Inj. Cefotaxime 250 mg	M/s Maxmed Life Sci.	1 vial	4.20	L1
11	Inj. Cefotaxime 1 G	M/s Zee lab	1 vial	10.71	L1
12	Tab Erythromycin stearate 250 mg	M/s Omega biotech	10 Tabs	12.05	L1
13	Tab Ciprofloxacin 250 mg	M/s Creative health	10 Tabs	7.20	L1
14	Tab Norfloxacin 400 mg	M/s Omega biotech	10 Tabs	11.11	L1
15	Cap Doxycycline 100 mg	M/s Omega biotech	10 Caps	6.39	L1
16	Tab. Roxithromycin 150 mg	M/s maxchem Pharma	10 Tabs	11.54	L1
17	Cap Tetracycline 250 mg	M/s Unicura (I) Ltd	10 Caps	5.63	L1
18	Cap Tetracycline 500 mg	M/s Unicura (I) Ltd	10 Caps	10.24	L1
19	Tab Metronidazole 400 mg	M/s Omega biotech	10 Tabs	5.00	L1
20	Tab Tinidazole 500 mg	M/s Jackson lab	10 Tabs	8.36	L1
21	Tab Ethamsylate 250 mg	M/s Poddar Pharma	10 Tabs	3.73	L1
22	Tab Atonolol 50 mg + Amlodipine 5 mg	M/s Arion health	10 Tabs	1.89	L1
23	Tab Losartan 50 mg	M/s Unicura (I) Ltd	10 Tabs	3.09	L1
24	Tab Telmisartan 40 mg	M/s Arion healthcare	10 Tabs	4.98	L1
25	Tab Atorvastatin 10 mg	M/s Maxchem	10 Tabs	2.36	L1
26	Clobatesol Oint 15 G Tube	M/s Poddar Pharm.	15 G	5.77	L1
27	Tab Glibenclamide 5 mg	M/s Poddar Pharm.	10 Tabs	1.21	L1
28	Tab Glimperide 2 mg	M/s Poddar Pharm.	10 Tabs	1.36	L1
29	Tab Methyl Ergometrine 0.125 mg	M/s Jackson lab	10 Tabs	4.46	L1
		M/s Poddar Pharma	10 Tabs	4.48	L1
30	Inj Oxytocin 1 ml Amp	M/s Arion health	10 Tabs	1.46	L1
31	Tab Salbutamol 4 mg	M/s Poddar Pharma	10 Tabs	1.21	L1
32	Tab Antacid	M/s Omega biotech	10 Tabs	1.91	L1
33	Antacid liquid 60 ml	M/s Biogenetic Drugs	60 ml	5.76	L1
34	Inj. Hysocine butyl bromide 20 mg/ml	M/s Arion healthcare	1 ml amp.	3.14	L1
35	Tab Metoclopramide 10 mg	M/s Medicamen bio.	10 Tabs	1.53	L1
36	Tab Spironolactone 25 mg	M/s Unicura (I) Ltd	10 Tabs	7.34	L1
37	Tab Famotidine 20 mg	M/s Torrant Pharma	10 Tabs	1.80	L1
38	Tab Ranitidine 150 mg	M/s Omega biotech	10 Tabs	2.68	L1
39	Tab Ranitidine 300 mg	M/s Omega biotech	10 Tabs	3.95	L1
40	Tab Haloperidol 5 mg	M/s Poddar Pharm.	10 Tabs	1.68	L1
41	Tab Olanzapine 5 mg	M/s Poddar Pharm.	10 Tabs	2.52	L1
42	Tab Risperidone 2 mg	M/s Zee lab	10 Tabs	1.90	L1
43	Tab Trifluoperazine 5 mg	M/s Poddar Pharm.	10 Tabs	1.89	L1
44	Tab Calcium lactate 300 mg	M/s Poddar Pharm.	10 Tabs	1.88	L1
45	Tab Zinc sulphate 20mg	M/s Poddar Pharm.	10 Tabs	1.58	L1
46	Inj. Adrenaline 1:1000 IU	M/s Jackson lab	10 amp	1.90	L1
47	Tab Glibenclamide 5mg + metformin 500 mg	M/s Poddar Pharm.	10 tab	2.96	L1
48	Tab Pioglitazone 15 mg	M/s Poddar Pharm.	10 tab	2.41	L1
49	Thyroxine sodium tab 50mg	M/s Poddar Pharm.	10 tab	2.99	L1
50	Tab Isoxsuprine 20 mg	M/s Poddar Pharm.	10 tab	5.87	L1
51	Tab Diazepam 5 mg	M/s Unicura (I) Ltd	10 tab	1.32	L1
52	Inj Aminophylline 25mg / ml	M/s Jackson lab	10 ml	4.46	L1
53	Tab Prochlorperazine 25mg	M/s Poddar Pharm.	10 tab	2.31	L1
54	Tab Chlorpromazine 25 mg	M/s Medicamen bio	10 tab	2.47	L1
55	Tab Ascorbic acid 500 mg	M/s Unicura (I) Ltd	10 tab	5.13	L1

G. S. JOSHI,
Director General.

पी०एस०यू० (आर०ई०) 26 हिन्दी गजट/447-भाग 1-क-2014 (कम्प्यूटर/रीजियो)।

मुद्रक एवम् प्रकाशक-अपर निदेशक, राजकीय मुद्रणालय, उत्तराखण्ड, रुड़की।